

09-392-19-21 N

Assignment Agreement
Title V of the
Intergovernmental Personnel Act of 1970

INSTRUCTIONS

This agreement constitutes the written record of the obligations arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, D.C. 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's Regional office.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. ☒ New Agreement ☐ Modification ☐ Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)
Montgomery, Michael Maxwell

3. Employee ID:
17682

4. Home Address (Street, City, State, Zip Code)

Personal Matters / Ex. 6

5. A. Have you ever been on a mobility assignment?
☒ YES ☐ NO

5. B. If "YES", date of each assignment (Month and Year)
9/2017 - 1/2018

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau, or organizational unit which is party to the agreement)
US EPA Region 9

7. State or Local Government (Identify the governmental agency)
State Water Resources Control Board (SWRCB)

8. Is assignment being made through a faculty fellows program? ☐ YES ☒ NO
If yes, give name of program.

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State, and Zip Code)
US EPA Region 9
75 Hawthorne St, San Francisco, CA 94105

10. Employee's Position title
Assistant Director

11. Office Phone Number
415-972-3438

12. Immediate Supervisor (Name and Title)
Tomas Torres, Division Director

B - Type of Current Appointment

13. Federal Employees (Check appropriate box)

☒ Career Competitive
☐ Other (Specify)

Indicate GS Level
GS-15

14. State and Local Employees

State or Local Annual Salary:

Original Date Employed by the State or Local Government

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Building, Street, City, State, and Zip Code)
San Francisco Bay -- Regional Water Quality Control Board
1515 Clay St. Suite 1400, Oakland, CA 94612 (SFB-RWQBC)

16. Assignee's Position title
Executive Officer

17. Office Phone No.:
916-341-5599

18. Immediate Supervisor (Name and Title)
Eileen Soback, Executive Director

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Box

- ☒ On detail from a Federal Agency
☐ On leave without pay from a Federal Agency
☐ On detail to a Federal Agency
☐ On appointment in a Federal Agency

20. Period of Assignment (Month, Day, Year)

3/3/2019 - 2/20/2021

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating government. In addition, indicate how the employee will be utilized at the completion of this assignment.

This assignment will allow the assignee to further develop his Executive skills and strengthen water quality and site cleanup programs as a delegated and regulatory partner of EPA. The assignee will build and foster strong communications with EPA, the SWRCB, State Department of Toxic Substances Control and local stakeholders and partners.

The SFB-RWQCB completed a robust search and selected the assignee due to his knowledge, experience, skills and abilities in managing environmental programs. He will apply his experience as a senior leader and graduate of the SES development program in managing Board priorities, setting performance measures and supervising the complex work of a large team of technical staff.

Employee will be returned to previous or similar position at the end of the IPA assignment.

The parties agree that, in the course of his assigned responsibilities, the IPA employee may have occasion to interact with other federal officials. He may do so consistent with 18 USC 203/205.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

The Executive Officer supports the Board's work in protecting and restoring water quality in the San Francisco Bay Region. Specific duties and responsibilities include:

- Managing the Board's water quality control program by implementing the Board's policies and direction and supervising staff-level decisions regarding water quality issues in the region.
- Reviewing and approving final staff work products, annual program work plans for Board's priorities, and performance measures and targets.
- Overseeing the Board's budget.
- Working with the Board to schedule Board meetings and workshops; supervising staff preparation of Board meeting agenda materials and briefing Board members on critical issues.
- Representing the Board in meetings with other agency and government officials, industry representatives, and public and private interest groups.
- Coordinating the development and implementation of water quality control policies with key stakeholder and agencies.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay

\$164,200 pa

24. Special Pay Conditions (Indicate any conditions that increase the assigned employee's compensation during the assignment period) Within grade increases, salary increases provided by executive order or by legislation.

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave).

Employee will retain accrued annual and sick leave and will continue to earn annual and sick leave granted under the Federal system. Annual and sick leave balances are transferable to and from assignments. The employee is subject to forfeiture of the part of annual leave balance which exceeds 240 hours at the end of each leave year. Employee will notify the SFB-RWQCB Chair and SWRCB Executive Director of planned leave in advance. Employee will report leave to EPA by following current practices for leave requests and documentation via the EPA PPL system.

PART 9 - FISCAL OBLIGATIONS

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision).

EPA will continue to pay employee's salary and employer's share of the contributions and allowable benefits and COLA/supplemental pay (if applicable). There will be no relocation and any relocation and/or travel to and from the assignment. Costs for this agreement will be billed on a monthly basis (in arrears) from the EPA salary and expense appropriation from the U.S. appropriation. Invoice to reference contract number and submitted in duplicate.

Billing (referencing "M.Montgomery, IPA") to be sent to:
State Water Resources Control Board
Attn: Accounting Office, 18th floor
P.O. Box 100
Sacramento, CA 95812-0100

Upon receipt of invoice, payment to be sent to:

US EPA
FOIA and Miscellaneous Payments
Cincinnati Finance Center
P.O. Box 979078
St Louis, MO 63197-9000

If payment is not received within 45 days of receipt of billing, unpaid balance will be subject to interest charges at a current rate specified by the U.S. Treasury.

Per EPA Office of Comptroller Policy Annc. #97-04, dated 03/03/97 and EPA Office of the Comptroller Transm. #97-16, dated 04/28/97, cost shares contributed to the IPA assignment by EPA and the Cal EPA and SWRCB will be deposited in Reimbursable Account # _____ to ensure proper accounting and reporting of budgetary resources for reimbursable IPA assignments.

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27. State or Local Government Agency's Obligations.

The SWRCB will reimburse EPA for 100% of the employee's salary. The SWRCB agrees to pay 100% of the employee's salary (including overtime) and benefits COLA/locality pay. Cost will be directly billed in arrears on a monthly basis. Upon receipt of the bill, the SWRCB agrees to send payment immediately to EPA.

Estimated Personnel costs (annual)

Salary: \$ 164,200 pa

Benefits (35%): \$57,470 pa

Supplemental Salary: \$11,960 pa

Annual Travel: \$10,000

Estimated Annual Total: \$243,630

(Annual salary for EO II is \$176,160)

(See Part 12 for travel details)

Contract Total for 2 years estimated at \$487,260 pa

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

[X] 28. Applicable Federal, State or Local conflict of interest laws have been reviewed with the employee to ensure that conflict of interest situations do not inadvertently arise during this agreement.

[X] 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage or "N/A" if not applicable

A. Federal Employee Group Life Insurance
[X] Covered [] N/A

B. Federal Civil Service Retirement
[X] Covered [] N/A

C. Federal Employee Health Benefits
[X] Covered [] N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or Local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all state and local employee benefit programs that are elected by a Federal employee on leave without pay from the Federal agency to a State or Local agency).

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement).

Employee is entitled to compensation for injury or death and consideration for within-grade increases (if applicable), Federal pay increases.

awards, and other benefits that normally accrue to the employees of the Environmental Protection Agency. An EPA approved performance agreement will be developed so both EPA and SWRCB performance criteria are satisfied.

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate (1) whether the Federal agency or State or Local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel, and relocation expenses will be included.

All travel and training directed by SWRCB or the SFB-RWQCB will be paid for by SWRCB. Where the SWRCB or the SFB-RWQCB request the employee travel to complete duties and responsibilities covered by the IPA, then travel expenses would require EPA approval pursuant to 31 U.S.C. 1353 (see below Sec 34 box 5). Travel will require Form 2610-3. EPA may pay the travel expenses in the first instance but the SWRCB will then reimburse EPA for the expenses. Employee is expected to travel approximately once per month for one or two nights for meetings in Sacramento or in Southern CA, averaging between \$300-\$700 per trip. Employee is additionally expected to travel to Sacramento one or two times per month for day trips, averaging \$200 per trip. An estimated budget of \$10,000 per year has been added for travel.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check the corresponding box after reading each statement. *(For Federal employees only)*

In order to ensure that the detail of this employee does not raise any ethics concerns under 18 U.S.C. §§ 203 and 205, EPA authorizes this employee, as part of the proper discharge of his/her official duties under this Agreement, to act as the host organization's agent and to represent the host organization before any federal department, agency, court, officer, or commission with one exception: when the host organization and the federal government are involved as adversaries in any litigation, including any administrative or judicial enforcement actions, EPA does not authorize this employee to act as the host organization's agent or attorney and does not authorize this employee to represent the host organization before any of the federal entities listed above. Unauthorized representation includes the filing of declarations in court proceedings and participating in status conferences with a court, engaging in negotiations with the federal government in litigation, and participating on conference calls between the parties.

☒ I have read the preceding paragraph and understand the implications.

ADDITIONAL ACKNOWLEDGMENTS BY THE EPA EMPLOYEE:

☒ All rules and policies governing the internal operation and management of the agency to which assignment is made under this agreement will be observed by me.

☒ I have been informed that my assignment may be terminated at any time at the option of the Federal Government or the State or local government.

☒ I understand that I remain a federal employee subject to the federal ethics laws and regulations. I further understand that I cannot seek employment with the gaining organization because doing so will be a financial conflict of interest.

☒ I have been informed that any travel and transportation expenses covered by my Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

☒ Before accepting any travel-related expenses from the IPA host organization, including but not limited to airfare, hotel expenses, and per diem, I understand I must obtain EPA approval pursuant to 31 U.S.C. 1353 by submitting an EPA Form 2610-3 to my appropriate ethics official, unless otherwise directed in writing in advance by my ethics official.

☒ I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.

☒ I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment.

☒ Any research or writing that I do under this IPA is done in my official EPA capacity. I will consult with EPA's Office of General Counsel in advance of any publication of work associated with this IPA to ensure that I comply with intellectual property and ethics guidelines, including use of any necessary disclaimers.

☒ Because my salary and benefits will be paid in part or in full with federal funds, I agree not to engage in any indirect lobbying of a member of Congress, a jurisdiction, or an official of any government in support of, or in opposition to any legislation, law, ratification, policy, or

appropriation. I understand that, under certain circumstances, assisting a non-federal entity or a member of the public in their lobbying efforts (including but not limited to preparing communication materials, analyzing or drafting proposed legislation) may constitute indirect lobbying and to consult with EPA's Office of General Counsel if I have questions. I understand that if I engage in indirect lobbying that violates the Anti-Lobbying Act or appropriation act restrictions on indirect lobbying, I may be subject to civil and/or criminal penalties under the Anti-Lobbying Act and the Anti-Deficiency Act.

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

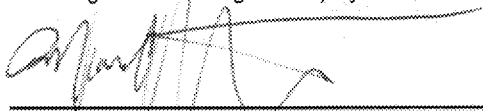
In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)
San Francisco Bay - Regional Water Quality Control Board
1515 Clay St. Suite 1400,
Oakland, CA 94612

36. Date (Month, Day, Year)
 3/3/2019 - 2/20/2021

37. Signature of Assigned Employee

38. Date of Signature (Month, Day, Year)



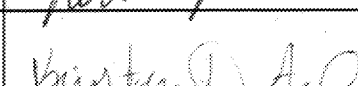


1/30/19

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of this assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Agency	Signature of Authorizing Officer	Typed Name and Title	Date of Signature
State or Local Govt. Agency		Eileen Sobeck, Executive Director	2/8/19
Federal Agency		Michael Stoker, Regional Administrator, Region 9	2/1/19
Headquarters Concurring Official		Kristen Arel, Office of Human Resources	2/27/19

Privacy Act Statement

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, eg. From prior employers, educational institutions, or law enforcement agencies, or by State, Local, or Federal income tax agencies.

Solicitation of your Social Security Number (SSN) is authorized under Executive Order 9397, which permitted the use of the SSN as an identifier of individual records maintained by Federal Agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.